

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In Re:

PATRICIA BOSWELL  
RONALD BROWN

Case No.: 13-11068 (ALG)  
(Chapter 13)

Debtor.

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**STIPULATION AND CONSENT ORDER APPROVING LOAN MODIFICATION PROPOSAL**

WHEREAS ,Wells Fargo Bank, N.A., is a secured creditor ( the "Secured Creditor") in the instant bankruptcy case and derives its status from a Note and Mortgage secured by real property commonly known as 3128 Grace Ave, Bronx, NY 10469, ( the “ Real Property”); and

WHEREAS, Debtor and the Secured Creditor have agreed to modify the existing loan terms as outlined below and more fully on the attached loan modification proposal dated September 4, 2014 attached hereto as Exhibit “A” (the “Proposal”), it is hereby

**STIPULATED AND AGREED AS FOLLOWS:**

1. The Secured Creditor has proposed to modify the existing mortgage loan and the terms of the Proposal contemplate making the current unpaid principal balance \$323,560.54 and reducing the interest rate to a rate of 4.875 % per annum. The Proposal further contemplates a new estimated principal, interest, and escrow monthly mortgage payment of \$2019.86 with adjustments to the payment contemplated on account of interest rate changes and escrows adjustments. Further terms as expressed in the Proposal are omitted for brevity and such omissions are not to be deemed to make them un-enforceable.

2. The Secured Creditor, upon approval of the instant Stipulation and Order by this Court, shall cause the generation of a Final Loan Modification Agreement based on the Proposal, the execution and settlement of which will cause the underlying mortgage loan to be modified as outlined above and more fully set forth in the Proposal attached hereto as Exhibit A and to be set forth in finality in a Final Loan Modification Agreement.

3. This Stipulation and the contemplated Loan Modification Agreement shall be binding upon the heirs, successors and assigns of the Secured Creditor and the Debtor. No provision of the instant Stipulation and

Order shall be read to mean a change in the terms of the underlying Note and Mortgage except for the terms that are expressly changed as per the forthcoming Final Loan Modification Agreement to be executed by all parties.

4. The attached Proposal is deemed approved upon the entry of the instant Stipulation and Order by this Court.

5. Upon entry of the instant Stipulation and Order, the automatic stay is deemed lifted to such extent as to allow the finalizing including execution and settlement of the contemplated and forthcoming Final Loan Modification Agreement by the parties.

6. It is further agreed that a fully executed copy of this Stipulation and Order shall be deemed the original for the purposes of filing same with this Court, and that facsimile signatures shall have the same force and effect as the original signatures.

7. The foregoing represents the entire agreement of the parties and no modification amendment or extension thereof shall be valid, unless in writing, signed by all signatories to this agreement.

Dated: 10/6/2014

Attorney for Debtor

/s/ H .Bruce Bronson Jr

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Dated: 10/7/2014

Gross Polowy, LLC  
Attorney for Wells Fargo Bank, NA

/s/ Dennis Jose

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DATED: New York, New York  
October 28, 2014

/s/ Allan L. Gropper  
Honorable ALLAN L. GROPPER  
U.S. Bankruptcy Judge